



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

MVA CENTRAL SCHEDULING SYSTEM

CATS TORFP

ADPICS NUMBER J00P6200008

FOR

**THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MOTOR VEHICLE ADMINISTRATION (MVA)**

ISSUE DATE: May 22, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

TORFP NAME:	MVA Central Scheduling System
FUNCTIONAL AREA:	Functional Area 2 - Web and Internet Systems
TORFP ISSUE DATE:	May 22, 2006
Closing Date and Time:	June 26, 2006 at 12:00 pm
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Motor Vehicle Administration (MVA) Procurement & Contracts
Questions and Proposals are to be sent to: Questions shall be submitted no later than 7 working days after the Pre-Proposal Conference	Motor Vehicle Administration (MVA) OIR Building, Room 309 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062 Attention: Mr. Angelo D. Perseghin aperseghin@mdot.state.md.us MDOT Contracts Manager – Peter Arrey parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein cstein@mdot.state.md.us
TO Procurement Officer:	Angelo D. Perseghin Office Phone: (410) 768-7252 Fax: (410) 768-7090 e-mail: aperseghin@mdot.state.md.us
TO Manager:	Patricia Velez Office Phone: (410) 424-3672

	Fax: (410) 768-7159 e-mail: pvelez@mdot.state.md.us
Project Number:	ADPICS No. J00P6200008
TO Type:	Fixed Price & Time and Materials
Period of Performance:	Base period of 30 months of system development, training, and implementation (culminating in a documented system acceptance by the State), with two (2) successive one (1) year extensions for on-going maintenance of the central scheduling system.
MBE Goal:	30 %
Primary Place of Performance:	Glen Burnie MVA office
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	
TO Pre-Proposal Conference:	June 5, 2006 1:00 pm MDOT Headquarters – see Attachment 6 for directions

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why, per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to Walter Bayne at wbayne@mdot.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: MVA Central Scheduling System
TORFP No.: J00P6200008

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.

- () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- () MBE requirements. (Explain in REMARKS section.)
- () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- () Payment schedule too slow
- () Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Master Contractor Name: _____ Date: _____

Contact Person: _____ Phone: ____ - ____ - ____

Email: _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MVA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # J00P6200008. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J00P6200008 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J00P6200008 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLAND MARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMaryland Marketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06

and the guidelines issued by the Maryland Department of General Services can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 6601 Ritchie Highway, N.E., Glen Burnie, Maryland, 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT), Motor Vehicle Administration (MVA), wishes to obtain a software system from a TO Contractor that will enable agency employees to schedule a wide variety of events and customer services. The system will enable authorized MVA employees to define an activity in the system and track pertinent information about the scheduled activity. The system also will enable the general public to make an appointment for a scheduled activity.

2.1.2 TO REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation (MDOT) is an agency of the Executive Branch of Maryland State government. The Motor Vehicle Administration is a subdivision of MDOT whose central office operations are located in Glen Burnie, Maryland. There are 23 MVA branch offices spread throughout Maryland.

2.1.3 PROJECT BACKGROUND

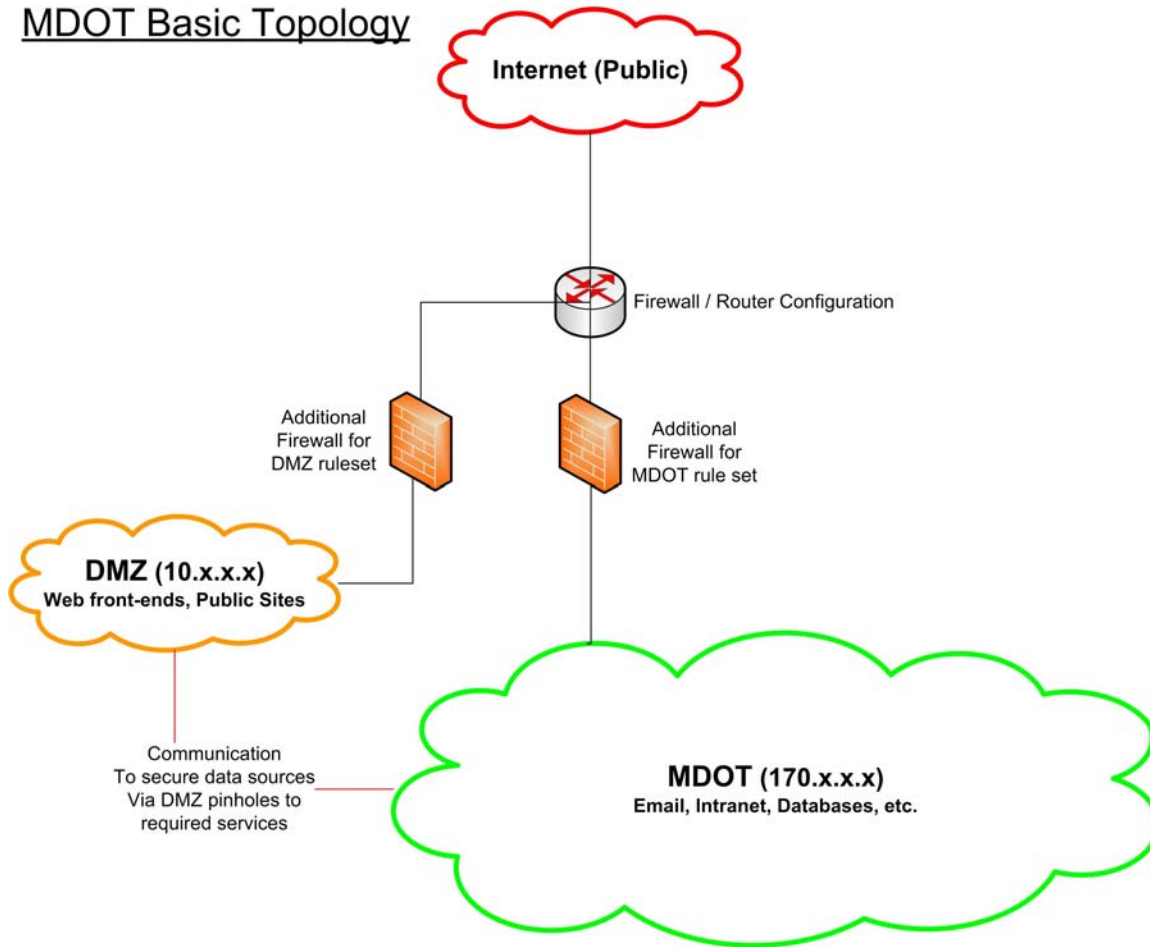
The central scheduling system envisioned by the MVA is a web-based application used for scheduling a wide variety of external customer services and events (collectively referred to as “activities”). For the purpose of explaining the MVA’s vision, an “event” is an activity that occurs occasionally but is open to many persons at a time. A “service”, on the other hand, is offered many times each day, but to only one customer at a time in the form of an appointment.

If an activity (event or service) is comprised of more than one session, the term “sub-activity” is used throughout this document to mean one of those sessions. For example, a driver’s licensing road test (the activity) is offered many times a day; each session (or appointment) is defined as a “sub-activity”.

2.1.3.1 Operating Environment

The MVA envisions that the central scheduling system will be a fully redundant system that utilizes a non-proprietary, open architecture to facilitate interconnections with other systems. The system will need to interface with other MVA systems at certain times as described and illustrated below.

MDOT Basic Topology



2.1.3.2 MVA Programs Anticipated to use the Central Scheduling System

Activity	Frequency	Volume
<i>Driver Licensing</i>		
Non-commercial driver licensing skills tests	Daily	12,000 per month
Commercial driver licensing (CDL) knowledge tests	Daily	4,200 per month
Commercial driver licensing (CDL) skills tests	Daily	700 per month
Hazardous materials endorsement (effective 01/05)	Daily	875 per month
<i>Driver Wellness and Safety Division</i>		
Medical Advisory Board (MAB) conferences	M W Th	60 per week
Daily Duty Doctor	M T W Th	12 per week
Functionality capacity tests	M T W Th	1200 per year
Fatal reviews	Sporadically	50 per year
Driver re-examinations	sporadically	700 per year
MD driver consortium	4X each year	60 per session
Occupational therapist conferences	4X each year	20 per session

<i>Motorcycle Safety Program</i>		
Course registration	Daily	250 per year
Instructor conferences	Annually	250 per year
Instructor preparation	Annually	72 per year
Instructor recertification	Annually	40 per year
Professional development	Annually	2 meetings per center
Resource scheduling (instructors)	Monthly	12-16 per month
<i>Operations</i>		
Out of country document reviews	Daily	7,500 per year
<i>Business Licensing and Consumer Services</i>		
Dealer orientations	Monthly	30 per month
<i>Administrator's Office</i>		
Special events	Sporadic	Variable
<i>Human Resources</i>		
Interviews	Daily	8 per day
Recruitments		60 per year
Scheduled tests	35 per year	1,530 per year
Special event (Flu shots)	Yearly	100-150 per year
Special event (Blood drive)	4 per year	30-35 per drive
<i>Procurement and Contracts</i>		
Pre-bid meetings	2-3 per month	2-50 per meeting
Site visits	2-3 per month	2-50 per visit
Bid Openings	2-3 per month	2-50 per opening
Debriefing conferences	1-10+ per month	1-5 per conference
Oral presentations	1-10+ per month	1-5 per presentation
Pre-construction meetings	2-3 per month	1-5+ per meeting
Construction progress meetings	2-5+ per month	1-5+ per meeting

2.1.3.3 Abbreviations

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

COMAR	Code of Maryland Regulations
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-the-Shelf (Software)
CSS	Central Scheduling System
DBM	Maryland Department of Budget and Management
DBMS	Database Management System
IP	Internet Protocol
IPX	Internetwork Packet Exchange
IT	Information Technology
IVR	Interactive Voice Response

LAN	Local Area Network
MBE	Minority Business Enterprise
MDOT	Maryland Department Of Transportation
MdTA	Maryland Transportation Authority
MVA	Motor Vehicle Administration
N/A	Not Applicable
OIR	Office of Information Resources aka MDOT Data Center
OTTS (MDOT HQ)	Office of Transportation Technology Services
TORFP	Task Order Request for Proposals
SDLC	System Development Life Cycle
TCP	Transmission Control Protocol
TSO	The Secretary's Office
WAN	Wide Area Network

2.1.3.4 Definitions

The definitions below shall apply in every instance when the defined terms are used in this document.

Activity – a service or event provided by the MVA that a planner can define and set up for scheduling through the Central Scheduling System (CSS).

Agency - See Modal

Appointment - An arrangement for an individual customer to appear at a particular time and place. An example of an appointment would be a driving test.

Business Administrator – This individual monitors the use of the system by MVA units and assists planners in establishing and defining an event or service, if needed.

Contract Officer's Technical Representative (COTR) - The MVA representative who serves as the technical manager for the resulting contract. The Contract Officer's Technical Representative monitors the daily activities of the contract and provides technical guidance to the TO Contractor. The State's COTR is:

MVA Project Manager (Patricia Velez)
Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-424-3672
Fax: 410-768-7159
E-mail: pvelez@mdot.state.md.us

However, MDOT/MVA may change the COTR at any time by written notice to the TO Contractor.

Event – A type of activity that is planned and designed for more than one individual to attend. An activity sponsored by the MVA that occurs occasionally and is usually open to more than one participant. Examples include MVA orientations for vehicle dealers and special employee events.

Groups – These are related groups of users with the same level and requirements for access.

IVR (Interactive Voice Response) – An automated telephone information system that speaks to the caller with a combination of fixed voice menus and real time data from databases. The caller responds by pressing digits on the telephone. Scheduling applications include Human Resource interview appointments and driver skill tests.

Mainframe database – the primary data store for MVA customer data.

Management – The individual(s) assigned this role are authorized to perform a variety of read-only tasks, including running standard reports and querying the system's database.

Modal - Agency; One of MDOT's seven entities. For the purpose of this document this shall include the MdTA and TSO.

Modal Manager (IT) - The Modal Manager is the term used to describe the Director of Information Technology at each modal.

Notification – The scheduling, confirming or cancellation of an event or appointment.

Parameters - a feature of an event or service (activity) for which the planner must select a specific value when defining it in the CSS. For example: *<Start Time>* must fall between 8:00am EST and 5:00pm EST.

Planner – This individual is responsible for setting the rules for an activity and will usually be the contact person. Each activity must have only one assigned planner.

Contract Manager – The MDOT representative for the resulting contract. The Contract Manager is responsible for the contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the contract. The State's Contract Manager is:

Mr. Angelo D. Perseghin, Senior Procurement Officer
Maryland Department of Transportation, Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-768-7252
Fax: 410-768-7090
E-mail: aperseghin@mdot.state.md.us

MDOT/MVA may change the Contract Manager at any time by written notice to the TO Contractor.

Service – A type of activity that is planned and designed to accommodate only one customer at a time (e.g., driver license test).

Stored Procedure - a SQL program stored in the mainframe database that is executed by calling it directly from the client program (in this case, CSS)

Sub-activity – a portion of an activity. A sub-activity can be distinguished based on when it is being held, where it is being held, or who is leading it. For example, the 10am class in a series of classes

System administrator – This individual has overall responsibility for the operation and maintenance of the central scheduling system

Time and Materials – An agreed basis for payment for materials supplied and labor performed.

TORFP – This Task Order Request for Proposals for the Maryland Department of Transportation, Motor Vehicle Administration, Project Number V-HQ-05030-IP, including any amendments.

User-defined field – a field in which the codes to be used are developed and defined by the Planner.

Website – a destination on the World Wide Web through which Internet users can obtain services and information.

Wizard - Instructional help in an application environment that guides the user through a series of simple steps to accomplish a task.

2.2 TECHNICAL REQUIREMENTS

2.2.1. TO Contractor and System Requirements

2.2.1.1 TO Contractor Requirements –

The TO Contractor shall:

- 2.2.1.1.1. Be responsible for providing all technical and business support for all requirements noted in the RFP herein as ‘system requirements’.
- 2.2.1.1.2. Support any additional reporting or meeting requests of the MVA Contract Manager as required and requested by the MVA for legislative, auditing, other special reporting purposes, or emergency events at no additional cost to the MVA or this contract.
- 2.2.1.1.3. Design, implement and operate the system in such a way that all system components defined by the MVA as “critical” are available on-line and fully functional for unrestricted use on an average effectiveness level of 99 percent or more for any 30 consecutive business day period. The 99 percent effectiveness level is computed using the following formula: (Total Available Hours) / (Total Possible Hours – Scheduled Maintenance Hours). Note: Time periods when the system is unavailable because of power outages or other events that are beyond the control of the TO Contractor shall be subtracted from the number of Possible Hours, at the determination and discretion of the State.
- 2.2.1.1.4. Provide a development, testing and training environment for quality assurance, located onsite at MVA Headquarters in Glen Burnie. These environments shall utilize software that is equivalent to the software used in the production system in order to test new software, software upgrades, patches and fixes. The environments must be configured to periodically refresh the database and shall be the property of the MVA. The cost for creating these environments shall be included in the TO Contractor’s price proposal.
- 2.2.1.1.5. Have a configuration management plan in place to control the release, change, and management of information in all environments. The MVA currently uses the most recent release of ChangeMan for configuration management.
- 2.2.1.1.6. Provide documentation as described in Attachment P. The State of Maryland System Development Life Cycle (SDLC) describes the full-blown approach, but the list in the Attachment P is short synopsis. Documentation shall be in hard copy and electronic copy on CD in MSWord 2000 format unless otherwise directed by the State.
- 2.2.1.1.7. Adhere to all applicable State of Maryland and Maryland Department of Transportation (MDOT) software and network standards (see attachments G and I), as well as the following requirements:
 - a. TCP/IP shall be the primary WAN and LAN communications protocol.
 - b. The system shall be Open Database Connectivity (ODBC) compliant
 - c. The latest version of DB2, Oracle, or Microsoft SQL Server shall be used
 - d. The system shall be compatible with Windows desktops
 - e. The server operating system shall be Windows 2003
- 2.2.1.1.8. Adhere to the MVA Office of Information Resources (OIR) standards that are current at the time of deployment. Any deviation from a standard is subject to approval in accordance with OIR Standard 11.2.5, Technical Standards Exemptions. Access to specific standards will be made available upon request.

- 2.2.1.1.9. Provide copies of License agreements that may be required for the performance of the contract specifications that the TO Contractor may enter into on behalf of the MVA with the TO Contractor's technical proposal.

2.2.1.2 System Requirements- General

The system provided by the TO Contractor shall:

- 2.2.1.2.1. Have a system architecture that is scalable and designed to easily and inexpensively accommodate changes in the MVA business rules and workflows.
- 2.2.1.2.2. Utilize equipment that is compatible with the MVA's operating environment at the time of deployment.
- 2.2.1.2.3. Be accessible to users twenty-four hours a day, seven days a week, excluding scheduled down-time.
- 2.2.1.2.4. Provide that, for all transactions occurring within the MVA network, the transaction shall be completed and the customer shall receive confirmation within one (1) minute after the customer submits the transaction information (excluding dial-up access).
- 2.2.1.2.5. Support the following browsers at a minimum:
 - a. Internet Explorer, latest version
 - b. Netscape, latest version
 - c. America Online, latest version
- 2.2.1.2.6. Provide a unique identifier for each transaction for audit and control purposes.
- 2.2.1.2.7. Be capable of permitting the planner to define, modify and/or cancel the event/service through an easy-to-use interface through controlled access on a web browser.
- 2.2.1.2.8. Be capable of enabling the planner to use more than one method for entering new, and/or changed activity specifications. For example, a method suitable for novice planners may involve an easy to follow series of questions/choices about the activity that the planner must answer (e.g., "wizard"). A second approach, suitable for more experienced planners, may involve a screen on which all required data fields are included.
- 2.2.1.2.9. Be capable of detecting logical errors in the data entered by planners and customers, or in their failure to enter required data.
- 2.2.1.2.10. Be capable of permitting the customer to make, change and/or cancel an appointment using a web browser and an easy-to-use interface.

2.2.1.3 System Requirements- Functional

- 2.2.1.3.1. **Define an activity (event or service) in the system** - The system will be accessible to authorized planners in all MVA units in order to define an activity for which appointments can be made. Therefore, the system must be flexible in design and provide easy to follow instructions for the planner. Note that for the purpose of explaining the system's functional requirements, an activity is considered to have at least one sub-activity.
 - 2.2.1.3.1.1. **Required activity-level specifications** - The planner shall be required to enter the following information about the activity, at a minimum:

- 2.2.1.3.1.1.1. Type of activity – The planner shall be able to select from a list of activities that the system administrator has authorized to be scheduled.
- 2.2.1.3.1.1.2. Dates/times of activity
 - a. Start date
 - b. End date
 - c. Start time on first day of activity
 - d. End time on last day of activity
- 2.2.1.3.1.1.3. Dates when activity can be scheduled
 - a. Date when customers can first make an appointment for the activity / sub activity
 - b. Date when customers are no longer able to make an appointment.
- 2.2.1.3.1.1.4. Contact person for activity (usually the Planner)
- 2.2.1.3.1.2. **Required specifications for optional use functions** - The system shall enable the planner to utilize one or more of the following optional use functions. If the function is selected for use, the planner shall be required to enter information necessary to carry out the function:
 - 2.2.1.3.1.2.1. Appointment restriction – If this function is selected, the system shall enable the planner to restrict a customer’s ability to make an appointment, without an interface to any external data sources. As an example, the planner could be asked to specify a password that would then be provided to eligible customers (e.g., vehicle dealers). The data entry requirements for planners, therefore, are contingent on the TO Contractor’s proposed method for restricting access.

Note: When certain types of activities are planned (e.g., driver licensing road test), the system shall be programmed, following the MVA’s business rules, so that public access will be restricted automatically.
 - 2.2.1.3.1.2.2. Pre-payment – If this function is selected, the system shall enable the planner to require the submission and approval of payment information before a customer’s appointment can be confirmed. Allowable payment forms must include credit card (MasterCard or Visa), MVA credit voucher, and check. The system shall enable the planner to specify the following parameters, at a minimum:
 - a. Payment amount
 - b. Refund rules – the system will **not** process refunds. However, it shall permit the planner to send automated notifications to appropriate persons about whether or not the customer can receive a refund. This decision shall be based on the rules for refunds established by the planner (e.g., refund is allowable if the appointment was cancelled more than 48 hours before the activity start time).
 - 2.2.1.3.1.2.3. Waiting list – If this function is selected, the system shall enable the planner to specify the following parameters, at a minimum:
 - a. Number of persons to be included on the waiting list.

- b. Cancelled appointment notifications – the system shall permit the planner to send automated notifications regarding the cancellation of an appointment. See the next section for more information about the automated notification function.
- 2.2.1.3.1.2.4. Automated notification – If this function is selected, the planner shall have the ability to program the system so that one or more different notifications are sent automatically to specified persons at specified times. The system shall enable the planner to define the following rules for each type of notification, at a minimum:
 - a. Forms of notification:
 - 1. e-mail; and/or
 - 2. printed correspondence
 - b. Person(s) to whom the notification will be sent (this may include MVA employees)
 - c. Date to send the notification
 - d. Text of the notification – planner shall be able to choose from a menu of prepared messages or create a unique message.
- 2.2.1.3.1.2.5. “User defined” fields – If this function is selected, the planner shall have the ability to utilize at least 3 “user defined” data fields to collect additional information about the customer (e.g., test score, need for handicap service, etc.). The system shall enable the planner to define the following parameters for the field, at a minimum:
 - a. Codes to be used
 - b. Point at which data will be collected:
 - 1. by the customer when making an appointment (e.g., type of handicap service needed); or,
 - 2. by an authorized MVA employee during or after the appointment.
- 2.2.1.3.1.3. **Required sub-activity level specifications** - If the activity has more than one sub-activity, the planner shall be required to enter the following information about each sub-activity:
 - 2.2.1.3.1.3.1. Times of sub-activity
 - a. Start time
 - b. End time
 - 2.2.1.3.1.3.2. Leader of sub-activity
 - 2.2.1.3.1.3.3. Number of customers to be served in sub-activity (maximum)
 - 2.2.1.3.1.3.4. Location of sub-activity
 - 2.2.1.3.1.3.5. Appointment information – The system shall enable the planner to select from a list of data fields those that will appear on the appointment screen. The planner also shall have the ability to designate certain fields as required. Fields that shall be available to the planner include the following, at a minimum:
 - a. customer name (first, last)
 - b. customer identification number (Maryland uses a “soundex number that is 1 alpha character followed by 16 numeric characters – 17 characters in all) – * see Note below for more information
 - c. customer mailing address (street, city, state, zip)

- d. customer contact telephone numbers (e.g., home, work, cell, etc.)
- e. customer e-mail address
- f. customer representative name (e.g., driving school)
- g. customer representative contact telephone number
- h. customer representative contact e-mail address
- i. other information specified by the planner to be saved in the user defined fields.

Note: When certain activities are planned (e.g., driver licensing road test), the customer's identification number shall be used by the system to restrict public access. For these activities, the customer's ID will be automatically required.

- 2.2.1.3.1.4. The system shall be capable of permitting the planner to easily and quickly specify the parameters for sub-activities that recur. For example, most customer services, such as driver licensing road test, comprise many sub-activities (i.e., sessions) that occur every day at many different locations.
- 2.2.1.3.1.5. The system shall be capable of permitting MVA branch offices to independently define the parameters for their own sub-activities.
- 2.2.1.3.1.6. The system shall be capable of permitting the planner to block out or make unavailable for scheduling selected sub-activities (e.g., for lunch or break-times).
- 2.2.1.3.1.7. The system shall be capable of permitting the planner to modify existing activity/sub-activity specifications.
- 2.2.1.3.1.8. The system shall be capable of permitting the planner to cancel an existing activity/sub-activity.
- 2.2.1.3.1.9. The system shall be capable of displaying the planner's entered information on a summary page.
- 2.2.1.3.1.10. The system shall be capable of saving activity/sub-activity profiles (templates) for later use in scheduling new instances of the same activity.
- 2.2.1.3.2. **Make an appointment for an event or service (activity)** - The system shall enable a customer to make an appointment for an activity through either the MVA's website or the MVA's interactive voice response (IVR) system.
 - 2.2.1.3.2.1. The system shall be capable of using the planner's activity/sub-activity specifications to perform all functions that were selected (e.g., appointment restriction, pre-payment, waiting list, automated notifications, user-defined fields).
 - 2.2.1.3.2.2. The system shall be capable of saving the customer's appointment in real-time following submission of the appointment request, to ensure that appointments are made on a first-come, first-served basis.
 - 2.2.1.3.2.3. When pre-payment for the appointment is required, the system shall be capable of temporarily locking the customer's requested appointment time until the payment is either accepted or denied. If payment is denied, the requested appointment time shall be opened immediately for public access.
 - 2.2.1.3.2.4. Once the customer has made an appointment, the system shall be capable of preventing the customer from making another appointment for the same activity, before the date of the first appointment has passed.
 - 2.2.1.3.2.5. The system shall be capable of allowing the customer to change an appointment by first canceling the original appointment and then making a new appointment.
 - 2.2.1.3.2.6. The system shall be capable of allowing the customer to cancel an appointment.

- 2.2.1.3.2.7. The system shall be capable of allowing the customer to print (and re-print) a “printer-friendly” appointment confirmation that includes information about any payment made by the customer.
- 2.2.1.3.2.8. The system includes a survey enabling customers to give feedback about the system in order to improve its operation.
- 2.2.1.3.2.9. The system shall be capable of displaying scheduled activity information for customers in both English and Spanish. The system shall be designed so that additional language support can be easily added.
- 2.2.1.3.3. **Track pertinent information about an event or service (activity)** - The system shall permit an authorized MVA employee to record certain customer-related information. Authorized MVA employees also will be able to run a variety of reports showing the history and/or status of scheduled activities.
 - 2.2.1.3.3.1. The system shall be capable of allowing authorized MVA employees to record whether or not a scheduled attendee participated in the event.
 - 2.2.1.3.3.2. The system shall be capable of allowing authorized MVA employees to record other unique information about the customer using the user defined fields.
 - 2.2.1.3.3.3. The system shall be capable of producing both standard and customized (i.e. ‘ad hoc’) reports.
 - 2.2.1.3.3.4. The system shall provide the user an option of generating reports real-time or scheduling it to run in batch-mode.

2.2.1.4 Other Requirements

2.2.1.4.1. Interfaces with External Systems

- 2.2.1.4.1.1. The system shall be capable of interfacing with the following databases in real time:
 - a. MVA mainframe database - primary system used by MVA employees to save data related to both drivers and vehicles in the State of Maryland. DB2, version 8, is currently in use.

Note: The MVA requires remote or external applications to communicate with the database through the use of stored procedures. Stored procedures are DB2 application programs that run in stored procedures address space. They can contain most statements that an application program normally contains, and therefore are like other SQL applications. Stored procedures can consist of more than one program, each with its own package, and can call other programs.

 - b. MVA Interactive Voice Response (IVR) system – provides telephone access to MVA information and services
 - c. Payment processing module – provides third-party approval of credit card and check payment information.
 - d. MVA e-mail application – the system used by the MVA employees to communicate via e-mail
 - e. MVA SIGMA system – database used by the MVA’s Human Resources Division where all recruitment information is stored.

- 2.2.1.4.1.2. The TO Contractor shall build open interfaces and assure interoperability with other MVA systems including those identified above or, if applicable, provide an overview as to how the interface would work.
- 2.2.1.4.1.3. The system shall be capable of determining a customer's eligibility to make an appointment using information from other systems. For example, the MVA may want to ensure that the customer has a valid learner's permit before he or she can make an appointment to take the driver licensing road test. To do this, the system must match information submitted by the customer with information contained in another database.
- 2.2.1.4.2. Security Requirements**
- 2.2.1.4.2.1. The TO Contractor shall adhere to the State of Maryland Information Technology Security Policy & Standards (see Section 2.2.4). This policy covers such common technologies as computers, data and voice networks, wireless systems, web systems, and many other more specialized resources. The policy is necessitated by the State government's use of information technology to help carry out nearly all of its public services and internal operations. The State's delivery of critical public services depends upon availability, reliability and integrity of its information technology systems.
- 2.2.1.4.2.2. The TO Contractor shall adhere to MDOT Security Plan 2005 (see Section 2.2.4). The purpose of this security plan is to provide an overview of the security requirements for the MDOT tangible and intangible assets. This attached document provides security guidance for security controls that are in place or are planned in order to strengthen the MDOT overall security posture. This system security plan also delineates responsibilities and expected behavior of all individuals who access MDOT IT resources.
- 2.2.1.4.2.3. The system shall administer user access, including the granting of specified levels of access, to authorized users and/or classes of users.
- 2.2.1.4.2.4. The system shall provide multiple security profiles. These profiles include, but are not limited to:
- a. System administrator – This individual has overall responsibility for the operation and maintenance of the central scheduling system.
 - b. Business administrator – This individual monitors the use of the system by MVA units and assists planners in establishing and defining an event or service, if needed.
 - c. Planner – This individual is responsible for setting the rules for an activity and will usually be the contact person. Each activity must have only one assigned planner.
 - d. Management – The individual(s) assigned this role are authorized to perform a variety of read-only tasks, including running standard reports and querying the system's database.
 - e. Customer – This is a member of the general public who plans to attend the activity. The customer can make an appointment and can also update or delete it in accordance with the planner's rules.
 - f. Groups – These are related groups of users with the same level and requirements for access.
- 2.2.1.4.2.5. The system shall employ a "three strikes" rule for user log-in, where the user account is locked or suspended after the third unsuccessful log-on attempt.

- 2.2.1.4.2.6. The system shall provide supervisory override capability so that a user's access can be re-established if he forgets his password, or some other anomaly prevents the user from logging on.
- 2.2.1.4.2.7. The system shall provide field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or reports containing such data, will not be released or otherwise made available to unauthorized entities.
- 2.2.1.4.2.8. Before any server is placed on the MDOT network, it must be patched with the latest security updates and virus definitions (depending on the operating system) and then scanned by MDOT/OTTS Network Security.
- 2.2.1.4.2.9. The system shall be designed such that all network connections to external systems and clients outside the MVA firewall are controlled in accordance with the State security standards.

2.2.1.4.3. Training

- 2.2.1.4.3.1. The TO Contractor shall provide formal instruction on how to utilize the system to a minimum of 10 MVA selected employees, who then will be responsible for training other MVA employees (i.e., train the trainers approach). The training schedule, locations, materials and curriculum shall be approved by the MVA.
- 2.2.1.4.3.2. The TO Contractor shall provide detailed user manuals for users of the system. The user manuals shall be provided to the MVA in both paper and electronic formats.
- 2.2.1.4.3.3. The TO Contractor shall prepare a computer based training (CBT) program that can be made available to individual MVA employees who have been assigned the task of defining an activity (e.g., planner).
- 2.2.1.4.3.4. The system shall be capable of providing on-line help to planners as they are defining an activity and/or sub-activities.
- 2.2.1.4.3.5. The TO Contractor shall provide an online demonstration program for MVA customers of the system that explains how to make an appointment, similar to the one used on the eMVA Store on the MVA's website (https://secure.marylandmva.com/mva_demo_web/).

2.2.1.4.4. System Support and Maintenance Requirements

- 2.2.1.4.4.1. The contractor shall provide routine and preventive maintenance services that include system component upgrades (e.g., installing new updates, upgrades and patches to central scheduling software, including server applications and workstation applications), and documentation releases during the maintenance period. Routine maintenance services shall be provided to the MVA as part of the maintenance agreement at no additional charge. The contractor shall request from MVA in advance, approval to schedule and perform all routine maintenance services in advance.
- 2.2.1.4.4.2. The contractor shall troubleshoot problems, repair software bugs and maintain the central scheduling software application and software components for both servers and workstations. A "bug" is defined as "a feature that is determined to be not functioning as designed per the design document". All installations of the central scheduling software applications shall be supported on all servers and workstations that are the property of the Maryland MVA.

- 2.2.1.4.4.3. The contractor shall provide system (i.e., hardware, software, and communications) licensing agreements that are perpetual and non-revocable except where COTS and third party components are used. The licenses for all licensable software will reside with the MVA.
- 2.2.1.4.4.4. Software support and maintenance staff must be qualified contractor employee(s) who can directly assist authorized MVA employees, central scheduling application users, and contractor personnel with system questions or problems.
- 2.2.1.4.4.5. The TO Contractor shall respond to any system or application problem within 60 minutes after receiving notification of a problem. The first point of reporting shall be the MVA Help Desk.
- 2.2.1.4.4.6. If deemed necessary by the MVA, the TO Contractor shall send a representative on-site in order to resolve the problem within 4 hours after receiving notification of a “major” problem (e.g., entire system down) or within 8 hours after receiving notification of a “minor” problem (e.g., can’t run a report). The MVA determines whether a problem is classified as “major” or “minor”.
- 2.2.1.4.4.7. The TO Contractor shall send escalating notifications about a continuing problem to MVA and vendor staff, in accordance with an MVA approved Software Maintenance and Support Plan submitted in accordance with Milestone VIII (see Section 2.2.4.6 below).
- 2.2.1.4.4.8. The contractor shall modify CSS software components or make system changes as may be required by State or Federal legislation or other MVA initiatives. **Requirements for these modifications must be developed and deliverables identified. The modifications will be performed on a time and materials basis using the hourly rates and labor categories submitted in the contractor’s proposal. For evaluation purposes, the contractors shall plan for 2,500 total hours worth of work in the appropriate labor categories during the task order period of performance.**
- 2.2.1.4.4.9. The system shall be capable of producing real-time ad hoc queries and subsequent reports during normal business hours, without affecting the system’s performance.
- 2.2.1.4.4.10. The system shall be capable of logging all dates and times needed to calculate the system’s average response time.
- 2.2.1.4.4.11. The system shall be capable of immediately notifying the system administrator when data sources (e.g., MVA mainframe application, E-Commerce system, etc) become unavailable to users.
- 2.2.1.4.4.12. If a disaster occurs, the TO Contractor shall be responsible for recovering and restoring the application software. The MVA system administrator shall be responsible for recovering and restoring the data.
- 2.2.1.4.4.13. The TO Contractor shall develop detailed procedures to be followed in the event of a disaster, catastrophe or other event(s) that result in complete or partial system failure and/or data loss
- 2.2.1.4.4.14. The TO Contractor shall be responsible for providing data replication software to monitor file changes as they occur on one or many source servers, replicating them in real-time to a server over existing network links.
- 2.2.1.4.5. **Transition Procedures**

- 2.2.1.4.5.1. **Implementation Strategy** – The TO Contractor shall develop and implement procedures for migrating schedule information currently maintained in disparate databases for several activities to include at a minimum the following:
- 2.2.1.4.5.1.1. Driver's License Skills Test – This activity occurs daily and involves the road test of a novice driver's skills. Customers may schedule themselves for the test up to 120 days in advance. Data currently collected as part of the scheduling process includes:
 - a. Customer's driver's license number
 - b. Customer's phone number
 - c. Scheduled test date and time
 - d. Scheduled test location
- 2.2.1.4.5.1.2. Commercial Driver's License (CDL) HazMat Endorsement Review – This activity occurs daily and involves the test of a commercial driver's knowledge about carrying hazardous materials. Customers may schedule themselves for the review up to 60 days in advance. Data currently collected as part of the scheduling process includes:
 - a. Customer's name
 - b. Customer's phone number
- 2.2.1.4.5.1.3. Out of County Document Review – This act activity occurs daily and involves a review of official documents brought to the MVA by persons by persons from outside the U.S. who wish to obtain a Maryland driver's license, vehicle title or other MVA services. Customers may schedule themselves for the review up to 60 days in advance. Data currently collected as part of the scheduling process includes:
 - a. Customer's name
 - b. Customer's phone number
- 2.2.1.4.5.2. **End of Contract Transition** – The TO Contractor shall develop and submit a transition plan and procedures for transitioning the system's support and maintenance to the MVA or a third party vendor at the end of the TO Contractor's contract period. As part of the overall transition plan, the TO Contractor **must** address the technical training and transition for MVA designated technical staff or third party, including:
 - a. Training of system operation as well as an overview of the system hardware architecture and components, hardware component and system installation, and hardware and software problem diagnosis and resolution, etc.
 - b. Transition support of the new systems from the TO Contractor's technical staff to the MVA technical staff, along with associated timeframes.
- 2.2.1.4.6. **Options** - The following requirements are additional to those identified above and must be separately priced in the TO Contractor's financial proposal. The State reserves the right to exercise these options if necessary.
- 2.2.1.4.6.1. The system shall be capable of sending automated phone messages. The MVA's current PBX phone system is NEAX 2400 Internet Protocol Exchange (IPX) Fusion network capable. Current software is R.15 Lev. 04.00.007.

2.2.2 PROJECT APPROACH

The central scheduling system envisioned by the MVA will be accessible to all users via a web browser program and a connection to the Internet. As part of MDOT's open-source philosophy for information system solutions, commercial off-the-shelf (COTS) products are preferred when possible. The COTS product must have an open architecture and inter-operability that allows for interfaces to multiple platforms and subcomponents with as little customization as possible that would be required for business case and platforms. Further, MDOT strives to lower and control information technology costs, while improving effectiveness and efficiency through resource optimization, consolidation and standardization where it makes sound business sense.

2.2.3. DELIVERABLES:

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.3.1. Project Initiation

- 2.2.3.1.1. Initial Meeting with Management and User Staff to understand and communicate timeline and requirements.
- 2.2.3.1.2. Draft Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual important project tasks

- that follows the SDLC process, Schedule, Gantt Chart, Staffing Plan with organization chart, Communication & Contact Plan, and Risk Management Plan.
- 2.2.3.1.3. Update Project Management Plan as required. Due within ten (10) business days of Kick-Off Meeting
- 2.2.3.2. **Validation of Planning and Requirements Phase**
- 2.2.3.2.1. JAD Sessions as may be required by either the MVA PM or the Contractor.
- 2.2.3.2.2. Communications Plan
- 2.2.3.2.4. Quality Assurance and Configuration Management Plan for system development/implementation
- Draft Security Plan to include: Facility/Physical Security Plan
 - Disaster Recovery Plan
 - Business Continuity Plan
 - System Security Plan
 - Documentation of Network/System Environment and Security Architecture
- 2.2.3.2.5. Risk Management Plan to include identifying critical issues and performing a high level mitigation/resolution analysis
- 2.2.3.2.6. Operations Readiness/Implementation Plan
- 2.2.3.2.7. Training Plan
- 2.2.3.2.8. System Output and Support Plan to include business requirements procedures, data integrity, data conversion, migration
- 2.2.3.2.9. Integration and Migration Plan (as required)
- 2.2.3.3. **Design Phase**
- 2.2.3.3.4. Preliminary Design Review
- 2.2.3.3.5. Critical Design Review
- 2.2.3.3.6. Development Test Plan to include performance and capacity testing plan
- 2.2.3.3.7. Updated/final Security Plan to include:
- Facility/Physical Security Plan
 - Disaster Recovery Plan
 - Business Continuity Plan
 - System Security Plan
 - Documentation of Network/System Environment and Security Architecture
- 2.2.3.3.8. Error and Corrective Action Plan
- 2.2.3.4. **Development and Testing**
- 2.2.3.4.4. Ongoing development testing
- 2.2.3.4.5. Error and Corrective Action Report
- 2.2.3.5. **Integration and Test**
- 2.2.3.5.4. Initial Data Conversion completed
- 2.2.3.5.5. Error and Corrective Action Report
- 2.2.3.6. **Operational Readiness**
- 2.2.3.6.4. Training
- 2.2.3.6.5. Test Operational Readiness
- 2.2.3.6.6. End-To-End Performance Testing
- 2.2.3.6.7. Review of all procedures
- 2.2.3.6.8. Go/No go decision meeting
- 2.2.3.7. **Implementation**

- 2.2.3.7.4. All plans updated for current information.
- 2.2.3.7.5. Implementation
- 2.2.3.8. **Documentation and Post Implementation Performance Period**
- 2.2.3.8.4. Final Documentation for System, User, and Training to include but not be limited to:
 - A. System software and test files/data
 - B. Documentation of technical environment
 - C. Documentation of software requirements
 - D. Documentation of network/system environment and security architecture
 - E. Software and Maintenance Support Plan
 - F. Maintenance Agreement and Service Agreement
 - G. Updated Security Plan
- 2.2.3.9. **Warranty Period**
- 2.2.3.9.4. Quarterly Contract/Project Reviews
- 2.2.3.10. **Maintenance Phase**
- 2.2.3.10.4. Work as specified in 2.2.1.4.4.
- 2.2.3.10.5. Modify Software Components on a Time and Materials Basis
- 2.2.3.11. **End-of-Contract Transition**
- 2.2.3.11.4. Transition Plan for Transition to State or State Agent
- 2.2.3.11.5. Transition Support As Required

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in completing similar projects, particularly scheduling systems. The TO Contractor shall describe how its organization can meet the qualifications of this RFP and shall include the following:

- 2.3.1. Overview of the TO Contractor's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
 - 2.3.1.1. Corporate size, length of time the corporation has been providing system design services, key business partners, and the number of employees dedicated to providing system design services,
 - 2.3.1.2. Technical skills and certifications of the TO Contractor's employees associated with providing system design services within the locations involved in the direct support of the facilities detailed in this bid,
 - 2.3.1.3. Experience, training and certification relative to the specific components of hardware and services of this RFP for employees associated with providing system design services within the locations involved in the direct support of the facilities detailed in this request for bid,
 - 2.3.1.4. Real-time monitoring and Call Management capabilities,
 - 2.3.1.5. System management of the design, development, implementation and maintenance of a central scheduling system,
 - 2.3.1.6. Configuration management and control,
 - 2.3.1.7. The number of clients and geographic locations the TO Contractor currently serves,
 - 2.3.1.8. Web development and implementation.
- 2.3.2. An organization chart of the TO Contractor showing:
 - 2.3.2.1. All major component units,
 - 2.3.2.2. Which component(s) will perform the requirements of this contract,
 - 2.3.2.3. Where the management of this contract will fall within the organization, and
 - 2.3.2.4. What corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
- 2.3.3. Up to three (3) references from its customers who are capable of documenting:
 - 2.3.3.1. The TO Contractor's ability to manage projects of comparable size and complexity.
 - 2.3.3.2. Each client reference must be from a client of which at least one should be a Central Scheduling System and must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, objectives satisfied

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.4.1. The TO Contractor shall provide staff for technical, project, and contract support to ensure that all activities conducted under this contract are completed in an efficient and cohesive manner. Staff proposed to work on the project will be considered the TO Contractor's Key Personnel and must meet the minimum qualifications set forth in the Master Contract.

2.5 RETAINAGE

No retainage is required.

2.6 INVOICING

Payment will be made upon completion and acceptance of the deliverables as defined in 2.2.3. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Motor Vehicle Administration (MVA) as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Motor Vehicle Administration (MVA) at the following address:

Patricia Velez
MVA Project Manager
Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.7 REPORTING

2.7.1 PROJECT MANAGEMENT

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted 2 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Risk identification, risk analysis and risk response planning shall be a regular topic of discussion followed by updates to the risk management plan
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7.2 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland Motor Vehicle Administration (MVA), at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the MVA. The MVA will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the MVA at aperseghin@mdot.state.md.us and mcarter@mdot.state.md.us .

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- F) Proposed Facility
- 1) Identify Master Contractor's facilities including address, from which any work will be performed.
- G) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Price Proposal forms (Attachment 1) including:
 - 1) Assumptions: A description of any assumptions formed by the Contractor in developing the Financial Proposal.
 - 2) Formatting requirements for the Price Breakdown Structure are:
 - a) Milestone and Deliverable identifying information will be in bold and placed in a frame.
 - b) Fixed-price dollar figures will be rounded to the nearest whole dollar.
 - c) The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.
 - d) List all deliverables, even those not separately priced (NSP).

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- 4.2.1. The overall understanding of the work required.
- 4.2.2. Past performance on similar projects as provided in the Contractor's response to this task order request.
- 4.2.3. The qualifications and experience of the proposed personnel.
- 4.2.4. Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed within this TO.

4.3 SELECTION PROCEDURES

- 4.3.1. TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical merit has greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 for a sample of a Notice to Proceed.

ATTACHMENT 1 - PRICE PROPOSAL (TIME AND MATERIALS)

FOR CATS TORFP # **J00P6200008**

By Labor Category

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A - PRICE PROPOSAL FORM

FOR CATS TORFP # J00P6200008

By Deliverable

Area	Deliverable	Proposed Price
2.2.3.1. Project Initiation	2.2.3.1.1. Initial Meeting with Management and User Staff to understand and communicate timeline and requirements.	
	2.2.3.1.2. Draft Project Management Plan to include: WBS demonstrating Project Plan & Methodology to include Milestone, Deliverables, and individual important project tasks that follows the SDLC process, Gantt Chart, Staffing Plan with organization chart, Communication & Contact Plan, and Risk Management Plan.	
	2.2.3.1.3. Update Project Management Plan as required. Due within ten (10) business days of Kick-Off Meeting.	
2.2.3.2. Validation of Planning and Requirements Phase	2.2.3.2.1. JAD Sessions as may be required by either the MVA PM or the Contractor.	
	2.2.3.2.2. Communications Plan	
	2.2.3.2.3. Quality Assurance and Configuration Management Plan for system development/implementation	
	2.2.3.2.4. Draft Security Plan to include Facility/Physical security, Business Continuity, and System Security, and documentation of network/system environment and security architecture.	
	2.2.3.2.5. Risk Management Plan to include identifying critical issues and performing a high level mitigation/resolution analysis	
	2.2.3.2.6. Operations Readiness/Implementation Plan	
	2.2.3.2.7. Training Plan	
	2.2.3.2.8. System Output and Support Plan to include business requirements procedures, data integrity, data conversion, migration	
	2.2.3.2.9. Integration and Migration Plan (as required)	
2.2.3.3. Design Phase	2.2.3.3.1. Preliminary Design Review	
	2.2.3.3.2. Critical Design Review	
	2.2.3.3.3. Development Test Plan to include performance and capacity testing plan	

	2.2.3.3.4. Updated/final Security Plan to include Facility/Physical security, Business Continuity, and System Security, and documentation of network/system environment and security architecture.	
	2.2.3.3.5. Error and Corrective Action Plan	
2.2.3.4. Development and Testing	2.2.3.4.1. Ongoing development testing	
	2.2.3.4.2. Error and Corrective Action Report	
2.2.3.5. Integration and Test	2.2.3.5.1. Initial Data Conversion completed	
	2.2.3.5.2. Error and Corrective Action Report	
2.2.3.6. Operational Readiness	2.2.3.6.1. Training	
	2.2.3.6.2. Test Operational Readiness	
	2.2.3.6.3. End-To-End Performance Testing	
	2.2.3.6.4. Review of all procedures	
	2.2.3.6.5. Go/No go decision meeting	
2.2.3.7. Implementation	2.2.3.7.1. All plans updated for current information.	
	2.2.3.7.2. Implementation	
2.2.3.8. Documentation and Post Implementation Performance Period	2.2.3.8.1. Final Documentation for System, User, and Training to include but not be limited to: A. System software and test files/data B. Documentation of technical environment C. Documentation of software requirements D. Documentation of network/system environment and security architecture E. Software and Maintenance Support Plan F. Maintenance Agreement and Service Agreement G. Updated Security Plan	
	2.2.3.8.2. "System" Acceptance (initial performance period sign-off)	
	2.2.3.8.3. Final Performance Period and Sign-off	
2.2.3.9. Warranty Period	2.2.3.9.1. Quarterly Contract/Project Reviews	
2.2.3.10. Maintenance Phase	2.3.3.10.1. Work as specified in 2.2.1.4.4	
	2.3.3.10.2. Modify Software Components on a Time and Materials Basis (Base cost on 2,500 hours)	
2.2.3.11. End-of-Contract Transition	2.3.3.11.1. Transition Plan for Transition to State or State Agent	
	2.3.3.11.2. Transition Support As Required	

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - MBE FORMS

State of Maryland

DEPARTMENT OF TRANSPORTATION

MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of 35 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

Attachment 2 Form D-1

Certified MBE Utilization and Fair Solicitation AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800226, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 35 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal.

If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not

responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment 2 Form D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<u>Work To Be Performed/SIC</u>	
<u>Percentage of Total Contract</u>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment 2 Form D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment 2 Form D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800226, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

ATTACHMENT 2 FORM D-4
Subcontractor Project Participation
Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with Solicitation
Prime Contractor Name

No. 050R5800226, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: ____ # J00P6200008 ____

BPO#: _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at jmontague@dbm.state.md.us or at 410-260-7109.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

This form is to be
completed monthly
by the prime
contractor.

ATTACHMENT 2 Form D-5

Maryland Department of Transportation Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Purchase Order #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period: 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

****If more than one MBE subcontractor is used for this contract, please use separate forms.**

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Minnie Carter, Director EOO
Maryland Department of Transportation, Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-787-7861 / Fax: 410-760-7369
E-mail: mcarter@mdot.state.md.us

Signature: _____ Date: _____

ATTACHMENT D-6

This form is to be
completed monthly
by the MBE
subcontractor.

Maryland Department of Transportation Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #: _____
Reporting Period (Month/Year): _____	Purchase Order #: _____
	Contracting Unit: _____
	Contract/PO Amount: _____
	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
Report is due by the 15th of the following month.	

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	
Prime Contractor: _____ Contact Person: _____		

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Minnie Carter, Director EOO
Maryland Department of Transportation, Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
410-787-7861 / Fax: 410-760-7369
E-mail: mcarter@mdot.state.md.us

Signature: _____ Date: _____

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS TORFP # J00P6200008 .
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Maryland Motor Vehicle Administration (MVA).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Motor Vehicle Administration (MVA), as identified in the CATS TORFP # J00P6200008.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J00P6200008, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Maryland Motor Vehicle Administration (MVA) and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15,

Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein.**

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO REQUESTING AGENCY** DEPARTMENT OF BUDGET AND MANAGEMENT,
OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

By: **insert name**, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 - NOTICE TO PROCEED

Day Month, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement # J00P6200008

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: MVA Central Scheduling System

TO Agreement Number: # J00P6200008

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of Contractor's Project Manager:

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Motor Vehicle Administration (MVA)

Project Name: MVA Central Scheduling System

TO Manager: TO Manager and Phone Number

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement # J00P6200008, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # J00P6200008 for MVA Central Scheduling System. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its Motor Vehicle Administration (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for the MVA Central Scheduling System TORFP No. J00P6200008 dated **release date for TORFP**, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Maryland Motor Vehicle Administration (MVA):

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address of Employee or Agent	Signature	Date
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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